

COUNTY OF MONTEREY

AMENDMENT # 1 to AGREEMENT # 5010-65

Central Coast Center for Independent Living

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Central Coast Center for Independent Living (hereinafter, "CONTRACTOR").

WHEREAS, The COUNTY and CONTRACTOR entered into an agreement for the provision of improved access to long-term services and supports (LTSS) for a term of July 28, 2020 through June 30, 2021 with a total contract not to exceed amount of \$120,527 (hereinafter, "Original Agreement").

WHEREAS, The COUNTY received additional funding from the ADRC CARES Act on September 3, 2020.

WHEREAS, The COUNTY received a time-only extension of State Fiscal Year 2020-2021 funds until June 30, 2022.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Original Agreement by revising the scope of work, extending the contract term to **June 30, 2022, adding \$60,000, for a total contract not to exceed amount of \$180,527 and adding required audit language to Exhibit H.**

NOW THEREFORE, the Parties agree to amend the Original Agreement as follows:

The Original Agreement is hereby, amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by reference, except as specifically set forth below.

1. Paragraph titled "TERM OF AGREEMENT" shall be amended to the following **"The Term of this agreement is from July 28, 2020 through June 30, 2022."**
2. Paragraph titled "PAYMENT PROVISIONS" shall be amended to the following **"The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$180,527."**
3. Section IV of **Exhibit AA** Services to be provided by Contractor reflects **the increase in staffing levels by 1 FTE and defines the additional MCADRC CARES Act services.**
4. Section XI of **Exhibit AA** Payment Summary reflects the addition of **\$60,000** through June 30, 2022 to the contract amount of \$120,527 for a total amount payable by COUNTY to CONTRACTOR under this agreement of **\$180,527.**

Central Coast Center for Independent Living


Amendment # 1 to Agreement # 5010-65

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- 5. **Exhibit C-1** reflects the addition of the \$60,000.
- 6. **Exhibit HH** reflects the added required audit language.
- 7. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement shall remain unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
- 8. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY

DocuSigned by:

 By: _____
 Lori A. Medina, Director, DSS

Date: 6/18/2021 | 8:33 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:

 By: _____
 Monterey County Deputy County Counsel

Date: 6/2/2021 | 4:10 PM PDT

APPROVED AS TO FISCAL PROVISIONS

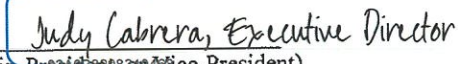
DocuSigned by:

 By: _____
 Monterey County Deputy Auditor/Controller

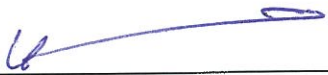
Date: 6/2/2021 | 4:21 PM PDT

CONTRACTOR

Central Coast Center for Independent Living
CONTRACTOR'S Business Name

DocuSigned by:

 By: _____
 (Signature of: Chair, President or Vice-President)

 Name and Title
 Date: 5/25/2021 | 9:41 AM PDT

By: 
 (Signature of: Secretary, Asst. Secretary, CFO,
 Treasurer, or Asst. Treasurer)

 Name and Title
 Date: 06.02.2021

Central Coast Center for Independent Living

Amendment # 1 to Agreement #5010-65

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

August 1, 2020 - June 30, 2022

MONTEREY COUNTY AGING AND DISABILITY RESOURCE CONNECTION (MCADRC)

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. CONTACT INFORMATION

Fiscal and Program Contact: (Disaster Preparedness Coordinator)	Judy Cabrera Executive Director 318 Cayuga St., Suite 208 Salinas, CA 93901 Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549 jcabrera@cccil.com
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County Contract Manager:	Travis Beye, Management Analyst Department of Social Services 730 La Guardia Street Salinas, CA 93905 (831) 883-7584 Fax: (831) 883-7563 bevet@co.monterey.ca.us
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Location of Services	Central Coast Center for Independent Living 318 Cayuga St., Ste. 208 Salinas, CA 93901 Phone (831) 757-2968 Fax (831) 757-5549
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II. SUBAWARD INFORMATION

Sub-award: AE-1920-09 State of California, Department of Aging

CONTRACTOR DUNS Number: 860120054

Federal Award Identification Number (FAIN): AE-1920-09

Date County Awarded Funding: 3/1/2020 & 7/23/2020

CFDA Pass-through Information and Dollar Amount:
State of California, Department of Aging \$120,527.
ADRC CARES Act funds allocation \$60,000.

Federal Award Description:
Administration on Aging, Department of Health and Human Services
1. Emerging ADRC Programs

Research and Development: no

Indirect Cost Rate: 10%

III. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Clean Water Act, as amended. [33 USC 1251]
3. Federal Water Pollution Control Act, as amended. [33 USC 1251, *et seq.*]
4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
5. Public Contract Code Section 10295.3
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].

In addition, there are local requirements of the Monterey County Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook. Electronic version available upon request.

IV. SERVICES TO BE PROVIDED BY CONTRACTOR

A. PURPOSE

The purpose of this agreement is to provide administrative and client services funding to CONTRACTOR to form a public/non-profit partnership with the Monterey County Area Agency on Aging (AAA) and Monterey County Department of Social Services - Aging and Adult Services Branch (AAS) promote increased collaboration amongst service providers, locate shared resources, and create an efficient delivery of services to assist the community in responding to increasing service demand and shrinking public resources.

B. PROGRAM DESIGN

1. The Aging and Disability Resource Connection (ADRC) model is designed to better serve older adults and individuals with disabilities by allowing better access to information, services and supports.
2. In Monterey County core partners include:
 - Central Coast Center for Independent Living (CCCIL) - CONTRACTOR
 - Monterey County Area Agency on Aging (AAA)
 - Monterey County Department of Social Services – Aging and Adult Services Branch (AAS) serves as Fiscal Agency

C. METHODS and SERVICES DEFINED - CONTRACTOR shall provide:

1. Enhanced Information & Assistance (I&A) **Definition:** Systematic process for information sharing, referral and assistance to meet the needs of individuals looking for long-term services and supports (LTSS) options; a system serving people of all ages, disabilities, and income levels with objective and unbiased information on the full range of LTSS options; and, when needed, assistance with referral and services connections, coordination and service delivery.
2. Person Centered Options Counseling (PCOC) **Definition:** Interactive process where individuals receive guidance in their deliberations to make informed choices about LTSS. The process is directed by the individual and may include others that the person chooses. PCOC is made available to people of any age with any disability and to all older adults. In addition, PCOC is offered to caregivers to assist in determining their desire for caregiver support, e.g., communication strategies, ways to reduce caregiver stress, and the importance of individual self-determination.
3. Short Term Service Coordination (STSC) **Definition:** A component of PCOC. In general, appropriate candidates for STSC will be consumers who urgently need help with one or multiple services and programs; and whose health and safety would be at risk; and, who would likely experience an emergency or be unnecessarily admitted to a nursing facility or hospital without STSC intervention. STSC serves as a bridge connecting a consumer with formal or informal LTSS. It can be provided at different junctures or settings, e.g., in the home or upon hospital discharge, or to assist individuals transitioning to the community.
4. Person Centered Transition Support Services (PCTS) **Definition:** An interactive, consumer-centered and established process for identifying and meeting support needs of individuals during times of transition

from hospital-to-home; or from nursing facility-to-home. PCTS available to people of all ages, disabilities, and income levels that are determined to be in need of, and able to benefit from, PCTS. Using a person-centered approach, PCTS strives to assist the consumer in meeting their needs relative to living at home/in the community; therefore, enhancing consumer independence and limiting the number of unnecessary or premature readmits to the hospital or nursing facility. The PCTS process is directed by the consumer and may include others that the consumer chooses or those that are legally authorized to represent the individual.

5. Lead agency in the provision of services and supports for individuals with disabilities.
6. Serve as a consumer-directed resource for LTSS for people of all ages, disabilities, and income levels.
7. Promote and implement a "no wrong door" approach, making access to information and LTSS as seamless and easy as possible for consumers.
8. Bring existing resources together to provide objective information about the full range of options that are available and to empower consumers to make informed decisions about their LTSS.

D. PERFORMANCE GOALS

1. 85% of MCADRC clients who were provided services by CONTRACTOR and complete a Satisfaction Survey will report they are "Satisfied" or "Very Satisfied" with services provided in their 3-month and annual satisfaction surveys.
2. 80% of MCADRC clients provided services by CONTRACTOR will have their service needs met by CONTRACTOR or will receive a "warm hand-off" referral, consisting of a face-to-face introduction or a three-way phone conversation, to a Core or extended partner by CONTRACTOR within two (2) business days.
3. 50% of all clients who receive Person Centered Transition Support (PCTS) services from CONTRACTOR for transition from nursing facility to home will successfully transition from nursing facility to temporary or permanent housing within 90 days.

E. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

1. Administration:
 - a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
 - b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
 - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, AAA/AAS staff and extended partners to review cases and ensure adequate program operations.
 - d. Participate in ADRC trainings/meetings required by CDSS.
 - e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
 - f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
 - g. Work with COUNTY to develop written MCADRC program protocols and to update protocols and practices as needed.
2. Tracking and Reporting
 - a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to California Department of Aging on a monthly basis or as required.
 - b. Utilize the Capstone Database to enter in client assessments, follow-ups, and any other client-centered documentation.
 - b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10th day of the month following the month in which services were performed.

- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
3. Enhanced Information, Referral and Assistance (IR&A)
- a. Utilize appropriate interview techniques as detailed in developed program protocols to triage, assess, educate, and serve individuals entering the MCADRC LTSS system.
 - b. Conduct a needs assessment for each caller within one (1) business day to determine which MCADRC partner is best able to serve the client based on the partners' identified areas of expertise.
 - c. Transfer callers to AAA/AAS with a "warm hand off" when they express interest in accessing:
 - i. Psychosocial and community health care services, including in-home support services.
 - ii. Short-term community case management and care coordination related to county-operated programs (i.e. IHSS, APS or other information or referral requests).
 - iii. Assistance with other public benefits provided by the Department of Social Services.
 - iv. Assistance with transitions from hospital to home.
 - v. Other services or benefits specific to the older adult population.
 - d. Accept client referrals from the COUNTY and provide appropriate services/referrals for the following needs/services:
 - i. Peer advocacy to provide navigation of and support of accessing public and private benefits.
 - ii. Connection to assistive technology.
 - iii. Assessing community member eligibility for Department of Rehabilitation transition funds to assist people in transitioning from institutional settings.
 - iv. Accessibility and disability rights advocacy.
 - v. Housing assistance related to use of specialized funding for financial assistance, housing navigation and housing support services (i.e. Set Aside Vouchers, landlord negotiation).
 - vi. Assistance with transitions from long-term care facilities back to the community.
 - vii. Other services or benefits specific to adults with disabilities.
 - e. Conduct a "warm hand off" with client's consent, consisting of a face-to-face introduction or three-way phone conversation, when making referrals to COUNTY or an extended partner agency within one (1) business day of obtaining client consent.
 - f. A "warm hand off" referral shall consist of the following steps:
 - i. Receive client verbal or written consent.
 - ii. If the client has complex needs and is in need of multiple services (2 or more), refer them to an Options Counselor if the client gives consent.
 - iii. If the client is on the phone, offer to initiate a three-way call to the agency contact you are making the referral to.
 - iv. If the contact person at the referral agency is available share as much information as the client approved before departing the call. If the warm hand-off contact is not available then have the client leave a message, or with client's written permission and following your organization's policies and procedures, forward their information to the agency contact person they need to talk to. Give the client the contact person's name and phone number.
 - v. If you do not hear back from the agency contact you have made a referral to, contact the client as a follow-up.
- 4 Person Centered Options Counseling (PCOC)
- a. Train staff in PCOC principles, procedures, and practices.
 - b. Accept PCOC referrals internally, from COUNTY, and from extended partner agencies.
 - c. Trained PCOC staff will conduct a Person-Centered Interview (PCI) with referred clients in person during in-office visits, home visits, in acute or long-term care facilities, or by telephone or video conferencing call, using active listening techniques to better understand the clients' strengths, values, preferences, and concerns.
 - c. Trained PCOC staff will then assist clients to evaluate pathways, rate the importance of different issues, weigh the pros and cons of different choices, and prioritize needs.
 - d. Trained PCOC staff will then assist clients in identifying short-term and long-term goals and developing Action Plan outlining goals and steps to be taken by clients and CONTRACTOR.
 - e. Refer clients to appropriate extended partner agencies using the "warm hand off."

- f. Contact clients within ten (10) business days of the PCI to assure that their goals have been sufficiently addressed and to determine if additional short or long-term needs, and if so adjust the Action Plans accordingly.
 - g. Contact clients at least once every subsequent thirty (30) days until their PCOC cases are closed.
 - h. Determine if Short Term Service Coordination (STSC) is needed at any point and refer for STSC as appropriate.
 - h. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
5. Short Term Service Coordination (STSC)
 - a. Train staff providing PCOC services in STSC principles, procedures, and practices.
 - b. Accept STSC referrals internally, from COUNTY, and from extended partner agencies for clients who urgently need help with one or multiple services and programs; and whose health and safety would be at risk; and who would likely experience an emergency or be unnecessarily admitted to a nursing facility or hospital without STSC intervention.
 - c. Refer clients when appropriate to extended partner agencies using the “warm hand off.”
 - d. Refer clients when appropriate to Adult Protective Services, Mobile Crisis, emergency healthcare services, and/or other necessary services if clients are in need of crisis intervention.
 - h. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
6. Person Centered Transition Support (PCTS)
 - a. Train staff in PCST principles, procedures, and practices.
 - b. Complete section related to PCTS within the ADRC Shared Protocols to identify the policies and procedures to be followed by CONTRACTOR and staff.
 - c. Accept PCTS referrals internally, from COUNTY, and from extended partner agencies or other appropriate sources, such as long-term care facilities, individuals and family members, for clients who wish to transition from long-term care facilities to the community.
 - d. Conduct personal interviews to discover strengths, values, and preferences of the individual and to help client answer certain critical questions, e.g., where and with whom do they want to live? What can they do for themselves, what might they need help with?
 - e. Determine clients’ California Community Transitions (CCT) eligibility based on federal guidelines.
 - f. Conduct functional needs assessment utilizing the Assessment Tool for California Community Transitions and Care Coordination Agencies. This is a detailed assessment to determine eligibility for Medicaid Waiver services. It addresses needs in the following areas: Demographics, Cognitive behavior, Physical Function, Communication, Diagnosis, Medication and Nutrition, Treatments.
 - g. Complete Home and Community-based services (HCBS) applications with clients if appropriate.
 - h. Develop a comprehensive service plan (CSP) with clients including housing, transportation and other community resources available to them.
 - i. Provide services, referrals, and service coordination to assist clients with transitioning from long-term care facilities to the community.
 - j. Contact clients at least once every thirty (30) days until their transition from a long-term care facility to the community.
 - k. Follow up with clients at least once every ninety (90) days until one year following their transition to the community to assure that clients’ goals have been sufficiently addressed; to asses and work to ensure continuing success in community living; and to determine if there are additional short or long-term needs that can be addressed by CONTRACTOR or by referrals to other LTSS providers.
 - l. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
7. Confidentiality
 - a. CONTRACTOR and other extended partner agencies will comply with and operate within each of their respective organization’s confidentiality policies and procedures.
 - b. For all MCADRC services and activities, CONTRACTOR will comply with all required confidentiality laws and regulations, including HIPAA.

8. Quality Improvement
 - a. CONTRACTOR will send clients a Satisfaction follow-up survey form to be created by CONTRACTOR and COUNTY within 3 months of service completion or loss of client contact to assess client satisfaction with services.
 - b. CONTRACTOR will send clients an annual Satisfaction Survey form to be created by CONTRACTOR and COUNTY after the end of the calendar year to all clients who were served in the previous calendar year to assess client satisfaction with services, and to identify systemic needs and needed improvements.

9. Program Staff
 - a. Information & Referral Specialist
 - i. Provide one (1) Information & Referral Specialist at 1.0 FTE to provide program services.
 - ii. Provide services as described in E.3, E.4, E.5, and E.6.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
 - a. **Person-Centered Transition Support Case Manager/Community Advocate**
 - i. **Provide one (1) Person-Centered Transition Support Case Manager/Community Advocate at 1.0 FTE to provide program services.**
 - ii. **Provide educational outreach activities in collaboration with community partners to provide up-to-date and accurate information about the safety and effectiveness of the COVID-19 vaccine. Identify workplan activities to reach high-risk and underserved populations.**
 - iii. **Focus on the equitable distribution of COVID-19 vaccine, ensuring access to the most vulnerable within the community.**
 - iv. **Increase community engagement by filling in the Spanish-language gap information and connecting available services to mixed family status and undocumented high-risk, vulnerable community members.**
 - v. **Provide community options for how/where/when they can get COVID-19 vaccine. Oversee and assist with online registration and transportation as needed.**
 - vi. **Update and maintain a COVID-19 resource web page, taking into consideration the accessibility needs of individuals with vision, hearing, and other disabilities.**
 - vii. **Provide services as described in E.6.**
 - viii. **Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.**
 - ix. **Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.**

V. COUNTY RESPONSIBILITIES

A. In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

1. Administration
 - a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
 - b. Review invoices and reports submitted by CONTRACTOR and process for payment.
 - c. Communicate, at a minimum, within five (5) working days to:
 - i. Respond to any inquiries from CONTRACTOR.
 - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
 - d. Be available for monthly meetings and as needed with CONTRACTOR.
 - e. Ensure collaboration between COUNTY and CONTRACTOR by reviewing processes, managing forms and updates to policies and procedures.

2. Tracking and Reporting
 - a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of mandated monthly, quarterly, and annual reports to CDA.

- b. Report monthly, quarterly, and annually or as required to CDA regarding MCADRC.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.

VI. DATA REPORTING INSTRUCTIONS AND SUBMISSION

- A. CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDA. Report structure will be determined by CONTRACTOR and COUNTY.

VII. INVOICE/PAYMENT PROVISIONS

- A. Claims for Payment will be submitted monthly by the CONTRACTOR by the 10th day of the month for services rendered in the previous month. Claims shall be made in the format set forth in the Invoice Sample outlined in **Exhibit D and D-1**.
- B. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.
- C. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement.
- D. Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.
- E. CONTRACTOR shall mail or email all original signed invoices to:
 Monterey County Department of Social Services
 Attn. Travis Beye
 730 La Guardia Street
 Salinas, CA 93905
beyet@co.monterey.ca.us

XI. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for the period August 1, 2020 through **June 30, 2022** shall not exceed **one hundred eighty thousand five hundred and twenty-seven dollars (\$180,527)**.

The maximum amount of State of California, Department of Aging funds to be paid by County to CONTRACTOR for the period of August 1, 2020 through June 30, 2022 shall not exceed one hundred twenty thousand five hundred twenty-seven dollars (\$120,527).

The maximum amount of ADRC CARES Act funds to be paid by County to CONTRACTOR for the period of April 1, 2021 through September 30, 2021 shall not exceed sixty thousand dollars (\$60,000), and ADRC CARES Act funds may only pay for services provided by CONTRACTOR during the period of April 1, 2021 through September 30, 2021.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AE-1920-09 **and the ADRC CARES Act funds allocation (PM 20-17)**. The terms and conditions of the CDA

Agreement and ADRC CARES Act funds allocation are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County will provide an electronic copy of the Agreements to CONTRACTOR.

ADRC CARES ACT FUNDS BUDGET

Central Coast Center for Independent Living MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Contract Period: April 2021-September 2021

OPERATING EXPENSES	Total Budget
Salaries & Employee Benefits	
Community Advocate	\$ 24,375.00
Employee Benefits	\$ 5,850.00
Operating Expenses	
Education, Outreach and Engagement	\$ 6,670.45
Mileage	\$ 1,000.00
Postage	\$ 250.00
Transportation	\$ 600.00
Rent/Occupancy	\$ 3,800.00
Professional Services (website design/development, consulting, maintenance)	\$ 7,000.00
Care Transition (home equipment, modifications, essential items, other expense)	\$ 5,000.00
Overhead (10% Maximum)	\$ 5,454.55
Total Operating Expenses	\$ 60,000

\$

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Exhibit HH

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. **The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

- 1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

- 2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

- 3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

Exhibit HH

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Exhibit HH

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1**.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Exhibit HH

DocuSigned by:
Judy Cabrera, Executive Director
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5/25/2021 | 9:41 AM PDT

(signature of authorized representative)

(date)